

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

CIVIL ACTION NO.
1:18-cv-11655

4M FRUIT DISTRIBUTORS, INC.,)
GRANT STATION PRODUCE CO., INC.,)
PETER CONDAKES CO., INC.,)
S. STROCK & CO., INC.,)
MATARAZZO BROTHERS, LLC,)
AND COOSEMANS BOSTON, INC.)

Plaintiffs)

v.)

LORD GANESHJI, INC.,)
D/B/A ROBERTO BROTHERS, INC.)
M. ROBERTO BROTHERS AND ROBERTO'S,)
AND RAM L. SEHLI, A/K/A RAM LUBHAYA)
SEHLI, ANIL KUMAR AND VISHAL GHAI)

Defendants)

AGREEMENT FOR JUDGMENT

Now come the Parties in the above-entitled action and hereby stipulate and agree to the following entries with respect to the Second Amended Complaint:

1. Judgment for 4M Fruit Distributors, Inc. against Lord Ganeshji, Inc. on Counts I and II in the amount of \$1,704.00, plus interest in the amount of \$202.52.
2. Judgment for Grant Stanton Produce Company, Inc. against Lord Ganeshji, Inc. on Counts III and IV in the amount of \$16,080.00, plus interest in the amount of \$1,689.06 and attorneys' fees.

3. Judgment for S. Strock & Co., Inc. against Lord Ganeshji, Inc. on Counts V and VI in the amount of \$6,717.00 plus interest in the amount of \$685.69 and attorneys' fees.

4. Judgment for Peter Condakes Company, Inc. against Lord Ganeshji, Inc. on Counts VII and VIII in the amount of \$20,810.00, plus interest in the amount of \$2,103.81 and attorneys' fees.

5. Judgment for Matarazzo Bros., LLC against Lord Ganeshji, Inc. on Counts IX and X in the amount of \$14,230.00, plus interest in the amount of \$1,894.73 and attorneys' fees.

6. Judgment for Coosemans Boston, Inc. against Lord Ganeshji, Inc. on Counts XI and XII in the amount of \$4,794.00, plus interest in the amount of \$330.98.

7. Plaintiffs shall recover attorneys' fees in the amount of \$7,500.00, allocated pro rata among them.

8. Judgment for the Plaintiffs against the Defendants on Count XIII and XIV in the amount of \$64,923.00, plus interest in the amount of \$6,906.79 and attorneys' fees in the amount of \$7,500.00, totaling \$78,741.79 ("Judgment Amount") for breach of their fiduciary duties as trustees and the dissipation of the assets of the trust arising under 7 U.S.C. 499e(c). Count XV shall be dismissed without prejudice to relief from dismissal as hereinafter provided.

9. Plaintiffs shall recover costs in the amount of \$587.36, allocated pro rata among them.

10. The Defendants, and each of them, are prohibited from transferring, assigning, mortgaging, selling, conveying or concealing any and all assets while any

amount remains due to the Plaintiffs pursuant to the terms of this Agreement. Notwithstanding such prohibition, the Defendants may continue to pay their ordinary and usual personal living expenses.

11. Execution shall issue if requested pursuant to Paragraph 12 of this Agreement.

12. If the Defendants fail to comply with the payment agreement set forth below, the Plaintiffs may seek relief from the dismissal of Count XV and/or request the issuance of an Execution for the Judgment Amount by filing a Motion which shall indicate which covenants or payments have not been complied with and the balance owed. A copy of said Motion, if filed, must be duly served upon the Defendants' counsel. The Court, with or without Hearing, shall determine whether Defendants have failed to comply strictly with any provision of this Agreement for Judgment.

THE PARTIES FURTHER AGREE TO THE FOLLOWING TERMS AND CONTITIONS:

13. Parties hereby agree that the following are each material terms of the Agreement, and further agree that any one violation of a term on any one occasion shall be considered a breach of a material provision of this agreement:

a. The Defendants agree to mail (cause to be post-marked by) the following payments on account of the amounts due as listed in Paragraph 1 hereof:

- (i) \$13,100.00 on or before October 31, 2018;
- (ii) \$13,100.00 on or before November 14, 2018;
- (iii) \$13,100.00 on or before November 28, 2018;
- (iv) \$13,100.00 on or before December 12, 2018; and

(v) \$12,523.00 on or before December 26, 2018.

The Defendants shall, at their discretion, have the absolute right to pre-pay any portion of the payment amounts set forth in Paragraph 13(a) in advance of the respective due date(s), without any penalty or consequence. If the Defendants make payment of the amounts strickly as set forth in this Paragraph 13(a), time being of the essence, the total of which payments is aggregate sum of \$64,923.00, then the judgment entered pursuant to paragraphs 1 through 10 of this Agreement For Judgment shall be deemed fully satisfied. Thereupon, counsel for Plaintiffs shall file a Satisfaction of Judgment with the Court.

14. The payments as set forth within Paragraph 13 shall be made by certified check, money order, IOLTA check from the Defendants' counsel or by wire transfer. All payments made shall be made payable and delivered to Andrew M. Osborne, Esq., as Counsel to the Plaintiffs, and addressed to:

Andrew M. Osborne, Esq.
Osborne & Fonte
20 Eastbrook Road, Suite 304
Dedham, MA 02026

15. The Defendants hereby waive and release unto the Plaintiffs any and all claims it/they have or may have against the Plaintiffs.

16. The Parties, by authorizing their respective counsel to file this Agreement for Judgment, hereby acknowledge that they have read this Agreement for Judgment; that it contains all of the terms of the Agreement.

17. Any and all payments received hereunder are received with a full reservation of all the rights Plaintiff has in this action should Defendants fail to comply with the payment terms.

18. AFTER THE DEFENDANTS HAVE MADE ALL PAYMENTS IN ACCORDANCE WITH THE ABOVE, THE AMOUNT OF THE JUDGMENT SHALL BE REDUCED TO ZERO, AND IF AN EXECUTION HAS ISSUED, THE PLAINTIFF SHALL RETURN IT TO THE COURT AS SATISFIED IN FULL.

THE ABOVE STIPUTLATIONS ARE AN AGREEMENT WHICH PLACE THE PARTIES UNDER THE RESTRAINT OF A DIRECT ORDER OF THE COURT, THAT THEY DO OR REFRAIN FROM DOING THE PARTICULAR ACTS STATED HEREIN. ANY VIOLATION OF THIS AGREEMENT CAN RESULT IN COMTEMPT AS THE DOCUMENT IN QUESTION IS INTEDNED TO OPERATE AS AN INJUNCTION.

Dated: 10/29/18

4M FRUIT DISTRIBUTORS, INC.,
GRANT STATION PRODUCE CO., INC.,
PETER CONDAKES CO., INC.,
S. STROCK & CO., INC.,
MATARAZZO BROTHERS, LLC,
AND COOSEMANS BOSTON, INC.

By their attorney;

/s/Andrew M. Osborne
Andrew M. Osborne, Esq. (BBO # 380455)
Osborne & Fonte
20 Eastbrook Road, Suite 304
Dedham, MA 02026
(781) 326-3875

Dated: 10/26/18

LORDD GANESHJI, INC.,
D/B/A ROBERTO BROTHERS, INC.
M. ROBERTO BROTHERS AND ROBERTO'S
AND RAM L. SEHLI, A/K/A RAM LUBHAYA
SEHLI, ANIL KUMAR AND VISHAL GHAI

By Their attorney,

/s/Joseph G. Foley
Joseph G. Foley, Esq. (BBO # 564336)
Joseph G. Foley, LLC
P.O. Box 67397
Chestnut Hill, MA 02467
(617) 738-7703

Approved and So Ordered.

Dated October 30, 2018



U.S. District Court Judge